

Panaji, 15th October, 1998 (Asvina 23, 1920)

SERIES II No. 29

OFFICIAL GAZETTE



GOVERNMENT OF GOA

Note: There is one Extraordinary issue to the Official Gazette Series II No. 28 dated 8-10-98 namely Extraordinary dated 8-10-98 from pages 387 to 388 regarding Notification from Department of Finance (Revenue & Expenditure Division).

GOVERNMENT OF GOA

Department of Labour

Order

No. CL/Pub-Awards/97/2798

The following Award dated 10-6-1997 in Reference No. IT/25/94 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary (Labour).

Panaji, 25th June, 1997.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/25/94

Workmen,

Rep. By the Secretary,
Goa, Trade and Commercial Workers Union,
Velho Building, 2nd Floor,
Panaji Goa.

— Workmen/Party I

V/s

M/s Paramount Security Services,
Near Don Bosco High School,
Panaji Goa.

— Employer/Party II

Workmen/Party I represented by Adv. Shri R. Mangueshkar.

Panaji: Dated: 10-6-97

Employer/Party II - Ex-parte

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order dated 6-5-1993 bearing No. 28/23/93-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s Paramount Security Services, Panaji Goa, in terminating the services of S/Shri Santosh Arolkar and Krishna Vithal Naik, Security watchman w. e. f. 1-10-92 is legal and justified ?

If not, to what relief the workman are entitled ?"

2. On receipt of the reference, a case was registered under No. IT/25/94 and registered A/D notices were issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workmen/Party I (For short "Union") were represented by Adv. Shri R. Mangueshkar and the Employer/Party II (For short "Employer") was represented by Adv. A. G. Kalangutkar. The Union filed the Statement of Claim which is at Exb. 3. The facts of the case in brief as pleaded by the Union are that workmen Shri Santosh Arolkar and Shri Krishna Vithal Naik (For short "workmen") were employed with the employer from 19-1-1989 and 12-1-1990 respectively. That both the workmen were initially posted at various places in Goa and at the time when their services were terminated on 1-10-92, they were posted at Hindustan Petroleum Corporation Ltd, Kundaim Goa. That as on the date when their services were terminated, the workmen had worked with the employer for more than 240 days. That on 1-10-92, the employer suddenly and without any reason terminated the services of both the workmen and they were not paid any compensation, nor were given one month's notice, nor were paid wages in lieu of notice, nor were paid their legal dues. That by letter dated 22-10-92, the Union made a representation to the office of the Labour Commissioner on behalf of the workmen and sought his intervention. That the Asst. Labour Commissioner held conciliation proceedings and in the said proceedings, the employer contended that the workmen had committed various acts of misconducts in the course of their service and that they had also committed theft of gas cylinders valued at Rs. 80,000/-. That the conciliation proceedings ended in a failure. The Union contended that the allegations of misconducts and committing of thefts by the workmen were totally false and no enquiry was held by the employer in relation to the allegations made against the workmen. The Union contended that the termination of the services of the workmen by the employer is totally illegal and unjustified and therefore, they are liable to be reinstated in service with full back wages and continuity in service.

3. The employer filed the written statement which is at Exb. 4. The employer stated that the workmen left the services of their own without informing the employer when the posting order was given to them, and joined the services of some other employer. The employer stated that on 19-1-1989, the workmen were posted at Goa Tourism Development Corporation, Calangute Goa and their last posting was at Hindustan Petroleum at Ponda Goa. The employer denied that the workmen had put in 240 days of service prior to 1-10-92, and stated that the employer had suffered on account of irregularities, negligence, misconduct, theft committed by the workmen. The employer stated that the question of paying legal dues to the workmen did not arise as they worked for short period and there were many absenteeism during the tenure of their service. The employer denied that there was any violation of the principles of natural justice or of the provisions of Industrial law on the part of the employer. The employer denied that the services of the workmen were terminated and stated that the workmen left the services of their own on receipt of the posting order without informing the employer and their whereabouts were not known. The employer denied that the workmen are entitled to the reliefs claimed in the statement of claim. The employer stated that at the time when the workmen were in service, there was a theft, as a result of which the employer suffered loss to the extent of Rs. 80,000/- and the employer contended that the workmen were responsible for the loss caused. The employer stated that by way of counter claim the employer is entitled to receive from the workmen the amount of Rs. 82,000/- towards the damages suffered by the employer due to the theft, misconduct, irregularities, negligence of the workmen. The Union thereafter, filed Rejoinder at Exb. 5.

4. On the pleadings of the parties, following issues were framed at Exb. 7.

1. Whether Party I-Union proves that Party II did not give one month's notice and pay compensation and legal dues to the workmen Shri Santosh Arolkar and Shri Krishna Vithal Naik before terminating their services w.e.f. 1-10-92 ?
2. Whether the Party I-Union proves that the action of the party II in terminating the services of the workmen Shri Santosh Arolkar and Shri Krishna Vithal Naik w.e.f. 1-10-92 is not legal and justified ?
3. Whether party II proves that the reference is not maintainable because Party I-Union did not raise the dispute first before Party II raising the same before the Deputy Labour Commissioner ?
4. Whether Party II proves that the workmen Shri Santosh Arolkar and Shri Krishna Vithal Naik voluntarily absented themselves from their services w.e.f. 1-10-92 ?
5. Whether Party II proves that the workmen Shri Santosh Arolkar and Shri Krishna Vithal Naik are gainfully employed ?
6. Whether Party II proves that he is entitled to receive an amount of Rs. 82,000/- from the workmen by way of counter claim towards the damages suffered by the Party II on account of the theft, irregularities, misconduct, negligence of the workmen?
7. Whether the workmen Shri Santosh Arolkar and Shri Krishna Vithal Naik are entitled to any relief ?
8. What Award ?

5. By findings on the issues are as follows:-

- Issue No. 1:- In the affirmative
Issue No. 2:- In the affirmative
Issue No. 3:- In the negative
Issue No. 4:- In the negative
Issue No. 5:- In the negative
Issue No. 6:- In the negative
Issue No. 7:- As per para 9 below
Issue No. 8:- As per order below

REASONS

6. *Issue Nos. 1 and 2:-* At the outset I would like to mention that in this case only the Union has led evidence in support of the case of the workmen. The Union has examined the workmen who were not cross-examined. As regards the workmen Shri Santosh Arolkar, his cross-examination had to be closed as inspite of the opportunity given, neither the employer nor his advocate remained present. As regards the workman Shri Krishna Naik, he was not cross-examined as the case was proceeded ex-parte against the employer on 31-10-96 as inspite of the opportunities given, neither the employer nor his Advocate remained present. In the above circumstances, the depositions of the workmen have gone unchallenged. The workman Shri Santosh Arolkar in his deposition has stated that he was employed with the employer from 19-1-1989 and he was posted at Calangute Goa. He has further stated that at the time when his services were terminated, he was posted at Hindustan Petroleum at Kundaim. The workman produced the identity cards issued by the employer and the ESI Corporation and the Provident fund aligs issued by the office of the Provident fund Commissioner at Exb. W-3 colly. The employer in its written statement at para 7 has also admitted that on 19-1-1989 the workman Shri Santosh Arolkar was posted at Calangute and his last posting was at Hindustan Petroleum, Kundaim. Thus, the Union has succeed in establishing the fact that the workman Shri Santosh Arolkar was employed with the employer since 19-1-1989 and he last worked at Hindustan Petroleum, Kundaim. As regards the other workman Shri Krishna Vithal Naik, he has stated in his deposition that he was employed with the employer as a watchman since the year 1990, and his last posting was at Hindustan Petroleum, Kundaim. In the statement of claim filed on behalf of the workmen, it was stated that the workman Shri Krishna Naik was employed as a watchman since 12-1-1990 and at the time when his services were terminated on 1-10-92, he was posted at Hindustan Petroleum, Kundaim. These pleadings of the Union are not denied by the employer in the written statement. The workman Shri Krishna Naik was not cross-examined. It is therefore established that the workman Shri Krishna Naik was in the employment since 12-1-90 and his last posting was at Hindustan Petroleum, Kundaim.

8. The Union has contended that the employer terminated the services of the workmen w.e.f. 1-10-92 without any reasons and without giving them any notice or their legal dues or compensation. The workmen have examined themselves and their depositions have gone unchallenged as they were not cross examined in the circumstances stated earlier. I have no reason to disbelieve their statements which are made on each. The Union through the workmen Shri Santosh Arolkar has produced the letters dated 22-10-92 Exb. W-1 colly addressed to the Labour Commissioner and to the employer by the Union complaining about refusal of employment to the workmen w.e.f. 1-10-92. In the said letters, the Union had demanded that the workmen should be reinstated in service with full back wages. The employer in the written statement never denied that the said letter was received from the Union. The

Union has also produced the failure report at Exb. W-2. The employer never disputed that the workmen were not in employment from 1-10-92. The defence that is set up by the employer in the written statement is that the workmen voluntarily left the services on receipt of the posting order. This defence set up by the employer amounts to the defence of abandonment of service by the workmen. In the case of Gangaram Medekar V/s Zenith Safe Mfg. Co. and others, reported in 1996 (1) CLR 172, the Bombay High Court has held that the employer unilaterally cannot say that the workman was not interested in employment and for this reason, a domestic enquiry has to be held. In the present case, no such domestic enquiry was held by the employer nor any evidence has been led before this Tribunal to prove abandonment of service by the workmen. Therefore, the defence of the employer that the workmen voluntarily left the services w.e.f. 1-10-92 stands not proved. In the circumstances, the contention of the Union that the employer terminated the services of the workmen w.e.f. 1-10-92 without any reason is to be accepted. Now the question is whether the termination of services of the workmen is legal and justified.

Sec. 2(oo) of the Industrial Disputes Act, 1947 defines retrenchment as follows:-

“Retrenchment” means the termination by the employer of the services of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- a) Voluntary retirement of the workman or
- b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- bb) Termination of services of the workman as a result of the non-renewal of its contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf concerned therein; or
- c) Termination of the services of a workman on the ground of continued ill-health.

In the present case, neither the case of the workman falls within one of the exceptions laid down in Sec. 2(oo) of the I. D. Act, 1947 nor there is any evidence that the services of the workman were terminated by way of punishment. Admittedly, the workmen were not chargesheeted for any misconduct nor any evidence has been led by the employer before this Tribunal to prove misconduct. Therefore, the termination of the services of the workmen amounts to retrenchment. Retrenchment procedure has been laid down under Sec. 25 F of the I. D. Act, 1947. Sec. 25 F states that the services of a workman who is in continuous service for not less than one year cannot be retrenched unless he has been given one month's notice or paid wages in lieu of such notice and he has been paid compensation at the rate of 15 days average wages per each year completed year of continuous service or any part thereof in excess of six months. These conditions are the conditions precedent as held by the Supreme Court in the case of M/s Avon Services Production Agency Pvt. Ltd. V/s Industrial Tribunal, Haryana and others, reported in AIR 1979 SC. 170. Sec. 25B (2) of the I. D. Act, 1947 defines “Continuous Service”. It states that a workman shall be deemed to be in continuous service under an employer for a period of one year if the workman during the period of 12 calendar months preceeding the date with reference to which calculation is

to be made has actually worked under the employer for not less than 190 days in the case of workman employed below ground in a mine and 240 days in any other case. In this case, it has been established that the workman Shri Santosh Arolkar was employed from 19-1-1989 and Shri Krishna Naik was employed from 12-1-1990 and that their services were terminated from 1-10-1992. It is therefore, further established that the workmen had worked for more than 240 days prior to the termination of their service. In the circumstances, the provisions of Sec. 25 F are attracted to the workmen. The Union has contended that one month's notice or wages in lieu of such notice or compensation was not paid to the workmen at the time when their services were terminated. There is also no evidence on record to show that one month's notice, or wages in lieu of such notice or retrenchment compensation was paid to the workmen when their services were terminated. The Supreme Court in the case of M/s Avon Services Production Agency Pvt. Ltd; V/s Industrial Tribunal, Haryana and others, reported in AIR 1979 SC 170 has held that giving of notice and payment of compensation is a condition precedent in the case of retrenchment and failure to comply with the provisions prescribing conditions precedent for valid retrenchment in Sec. 25 F renders the order of termination invalid and inoperative. I am of the view that the Union has succeeded in proving that the employer did not give one month's notice nor paid wages in lieu of such notice nor paid retrenchment compensation. I therefore, hold that the Union has succeeded in proving that the action of the employer in terminating the services of the workmen w.e.f. 1-10-92 is illegal and unjustified as one month's notice was not given to the workmen nor they were paid retrenchment compensation. Hence, I answer the issue Nos. 1 and 2 in the affirmative.

8. Issue Nos. 3,4,5, and 6:- The employer had set up the defences in the written statement that the reference is not maintainable because the Union did not raise the dispute with the employer first before raising the same before the Labour Commissioner; that the workmen had abandoned their services; that the workmen were gainfully employed and that the employer is entitled to receive Rs. 82,000/- from the workmen by way of counter claim towards the damages suffered by the employer on account of theft, misconduct, irregularities and negligence. Issue Nos. 3,4,5, and 6 were framed accordingly casting the burden on the employer to prove the same. However, the employer did not lead any evidence and allowed the case to proceed ex-parte against it, and thus failed to discharge the burden cast on it. Besides, as regards the raising of the demand, the Himachal Pradesh High Court in the case of M/s Village Papers Pvt. Ltd. V/s State of Himachal Pradesh, reported in 1993 Lab. I. C. 99 has held that a demand can be made through the conciliation officer, who can forward it to the management and seek reaction. The Himachal Pradesh High Court further held that if the reaction is negative and not forthcoming and the parties remain at logger-head, a dispute exists and a reference can be made. In the present case, the Union has produced the failure report Exb. W-1, sent by the Asst. Labour Commissioner to the Government. From this failure report it can be seen that the employer had participated in the conciliation proceedings and since no settlement was arrived at, conciliation resulted in a failure. Hence applying the law laid down by the Himachal Pradesh High Court in the case of M/s Village Paper Pvt. Ltd. (Supra) the dispute existed and the reference could be made. Even otherwise, the employer in the written statement never denied the statement made by the Union in the statement of claim that by letter dated 22-10-92, the Union had made a demand on the employer to reinstate the workmen with full back wages. In the circumstances, I hold that the employer has failed to discharge the burden cast on it and consequently, has failed to prove the issue Nos. 3,4,5, and 6. Hence I answer the said issues in the negative.

9. *Issue No. 7:-* I have held that the termination of the services of the workmen by the employer w.e.f. 1-10-92 is illegal and unjustified. Now the question is what relief should be granted to the workmen. The Union has claimed that the workmen should be reinstated with full back wages. The ordinary rule is that when the termination of the services of the workman is held to be illegal and unjustified, the workman should be reinstated with full backwages, unless there are reasons which do not warrant reinstatement or full back wages. In the present case I do not find any reason to deviate from this normal rule. There is no evidence on record to show that the workmen are gainfully employed from the date of termination of their service. The Supreme Court in the case of State Bank of India V/s M. Sundera Money reported in AIR 1976 SC 1111, awarded reinstatement with full back wages to the workmen after holding that the termination was illegal for not complying with the provisions of Sec. 25 F of the I. D. Act, 1947. In the present case also, the employer terminated the services of the workmen without complying with the provisions of Sec. 25 F of the I. D. Act, 1947. There is no evidence that the workmen are gainfully employed after termination of their service nor there is any other evidence which do not warrant reinstating the workmen in service with full back wages. Therefore, in the facts of the present case, it is just and proper to award reinstatement to the workmen with full back wages. In the circumstances, I hold that the workmen are entitled to be reinstated with full back wages and all other consequential benefits.

Hence, I pass the following order:

ORDER

It is hereby held that the action of the Management of M/s Paramount Security Services, Panaji Goa, in terminating the services of the workmen Shri Santosh Arolkar and Shri Krishna Vithal Naik, Security Watchman, with effect from 1-10-1992 is illegal and unjustified. The workmen Shri Santosh Arolkar and Shri Krishna Vithal Naik are ordered to be reinstated in service with full back wages and all other consequential benefits.

No order as to costs.

Inform the Government accordingly.

Sd/-
Ajit J. Agni
Presiding Officer
Industrial Tribunal

Order

No. CL/Pub-Awards/97/5324

The following Award dated 22-9-1997 in Reference No. IT/2/96 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary (Labour).

Panaji, 14th October, 1997.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/2/96

Smt. Altina Antao,
Ambora, Perto de Fonte,
Via Loutulim, Salcete Goa.

— Workman/Party I

V/s

M/s Lewis Enterprises,
Vasco da Gama.

— Employer/Party II

Workman/Party I represented by Adv. Shri Raju Mangueshkar.

Employer/Party II represented by Adv. R. Kudchadkar.

Dated: 22-9-97.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the I. D. Act, 1947, the Government of Goa by order No. 28/61/90-LAB dated 2-1-1996 referred the following dispute for adjudication to this Tribunal.

"Whether the action of the management of M/s Lewis Enterprises, Vasco da Gama, Goa, in terminating the services of Smt. Altina Antao, w.e.f. 1-6-94 is legal and justified. If not, to what relief the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/2/96 and registered A/D notice were issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (For short "Workman") filed Statement of Claim at Exb. 4. The facts of the case in brief as pleaded by the workman are that the Employer/Party II (For short "Employer") deals in the business of selling fire equipments and the workman was working with the employer as a Typist-cum-Accounts Clerk for the last about 18 years. That the Employer did not pay the earned wages of the workman from January, 1994 to 23-6-94 on which date, the employer verbally refused employment to her. That the Employer called the workman on 4th July, 1994 and when she personally contacted the Employer on the said date, the employer refused to give any reason in writing for refusing employment. That the workman sent registered A/D letter to the Employer on 4-7-94 requesting for the payment of wages and also to allow her to resume work. That the said letter was received by the Employer, but, she was not allowed to resume work nor her earned wages were paid. That thereafter, by letter dated 13-7-94, the workman raised an industrial dispute before the Assistant Labour Commissioner at Vasco da Gama as regards termination of her services. That the conciliation proceedings held by the Assistant Labour Commissioner resulted in failure and upon failure report submitted, the Government referred this dispute to this Tribunal. The workman contended that the employer did not comply with the provisions of Section 25(F) of the Industrial Disputes Act, 1947 and therefore, the action on the part of the employer in terminating her services is illegal and unjustified.

3. The Employer was given ample opportunity to file written Statement and on 28-11-96, the case was proceeded ex-parte against the employer as on the said date, neither the employer nor any person on his behalf appeared and also no written statement

was filed. Further, on 3-1-97, the employer filed an application for setting aside the ex-parte order dated 28-11-96 and since the workman did not object to the said application, by order dated 3-1-1997, order dated 28-11-96 proceeding ex-parte against the employer was set aside and the employer was permitted to file written statement. On 22-9-97, when the case was fixed for hearing, the parties submitted that the dispute between them was amicably settled and filed memorandum of settlement alongwith an application dated 22-9-97 praying that Consent Award be passed in terms of settlement. I have gone through the terms of the settlement dated 22-9-97 and I am satisfied that the said terms are certainly in the interest of the workman. I therefore, accept the submissions made by the parties and pass Consent Award in terms of settlement dated 22-9-97 Exb. 7.

ORDER

1. The Workman/Union agree that the services of Smt. Altina Antao stand terminated w.e.f. 22-09-1997.
2. The Employer, M/s Lewis Enterprises agrees to pay and Smt. Altina Antao agrees to accept a sum of Rs. 20,000/- (Rupees Twenty thousand only) towards full and final settlement of her dues and that the employee-employer relationship between them has come to an end. The amount has been paid to her by cheque No. 991564 dated 22-09-97 drawn on Syndicate Bank, Vasco-da-Gama today.
3. Both the parties agree that they shall submit joint application; one in the Industrial Dispute pending before the Industrial Tribunal, Panaji, under No. IT/2/96, praying for consent award on the above terms. Such joint application shall be submitted before the Industrial Tribunal-cum-Labour Court on 22-09-1997.
4. It is also agreed by the workman/Union that in the event, if any dispute/claim, application, etc. in any Court/Tribunal/Office etc. have been filed by the Workman/Union; them the same shall stand as withdrawn in view of this settlement.
5. The said Smt. Altina Antao states that she has no claim of whatsoever nature against M/s Lewis Enterprises in view of the above terms and states that the dispute and claim is fully settled.

No order as to cost.

Inform the Government accordingly.

Sd/-
Ajit J. Agni
Presiding Officer
Industrial Tribunal

Department of Law & Judiciary
District & Sessions Judge

ORDER

No. DSC/MAR/GEL-10/1998/2193

Shri P. V. Kamat, Civil Judge Sr. Division & Judicial Magistrate First Class, Quepem, is hereby granted provisionally leave for 18 days w.e.f. 13-4-98 to 30-4-98 with permission to prefix 11-4-98 & 12-4-98 being 2nd Saturday and Sunday respectively and to suffix 1-5-98 being Holiday.

On return from the leave Shri P. V. Kamat is likely to be reposted as Civil Judge Sr. Division & Judicial Magistrate First Class, Quepem.

During the above period Shri P. V. Sawaikar, Ist Addl. Civil Judge Sr. Division & J.M.F.C., Margao, shall look after urgent Civil & Criminal work pertaining to the Court of Civil Judge Sr. Division & Judicial Magistrate First Class, Quepem, in addition to his duties.

Necessary permission to leave headquarters during the aforesaid period is also hereby granted.

N. A. Britto, District & Sessions Judge (South).

Margao, 15th April, 1998.

ORDER

No. DSC/MAR/GEL-10/1998/3038

Ex-post facto sanction is hereby granted for availing of earned leave for 4 days with effect from 3-5-98 to 6-5-98 to Smt. Manju Sharma, Civil Judge, Sr. Division & Judicial Magistrate, First Class, Vasco.

Certified that but for proceeding on leave she would have officiated as Civil Judge, Sr. Division & Judicial Magistrate, First Class, Vasco-da-Gama.

On return from the above leave Smt. Manju Sharma is reposted as Civil Judge, Sr. Division & J.M.F.C., Vasco-da-Gama.

After availing the above leave she will have at her credit 201 days of Earned Leave as on 20-5-1998.

Afonso Araujo, Addl. District & Asst. Sessions Judge & I/c District & Sessions Court (South).

Margao, 12th June, 1998.

ORDER

No. DSC/MAR/GEL-10/1998/4435

Kum. Kalpana V. Gavas, Civil Judge Junior Division & Judicial Magistrate First Class, Margao is hereby granted provisional leave for 2 days with effect from 28-8-98 to 29-8-98 with permission to prefix 25-8-98, 26-8-98 & 27-8-98 being Holidays and to suffix 30-8-98 being Sunday.

On return from the leave Kum. Kalpana V. Gavas is likely to be reposted as Civil Judge Jr. Division & Judicial Magistrate First Class, Margao.

V. P. Shetye, District & Sessions Judge (South).

Margao, 29th August, 1998.

Order

No. DSC/MAR/GEL-10/1998/4436

Ex-post facto sanction is hereby granted for availing of commuted leave for 5 days with effect from 18-5-98 to 22-5-98 with permission to suffix 23-5-98 and 24-5-98 being 4th Saturday & Sunday respectively to Shri P. V. Sawaikar, I-Addl. Civil Judge Senior Division & Judicial Magistrate First Class, Margao.

Certified that but for proceeding on leave he would have officiated as I-Addl. Civil Judge Senior Division & Judicial Magistrate First Class, Margao.

On return from the above leave Shri P. V. Sawaikar is reposted as I-Addl. Civil Judge Sr. Division & J.M.F.C., Margao.

After availing the above leave he will have at his credit 111 days of half pay leave as on 31-12-1998.

V. P. Shetye, District & Sessions Judge (South).

Margao, 29th August, 1998.

Order

No. DSC/MAR/GEL-10/1998/4313

Ex-post facto sanction is hereby granted for availing of commuted leave for 3 days with effect from 16-7-98 to 18-7-98 with permission to suffix 19-7-98 being Sunday to Miss Shylaja Vassudevan, Civil Judge Junior Division & Judicial Magistrate First Class, Quepem.

Certified that but for proceeding on leave she would have officiated as Civil Judge Junior Division & Judicial Magistrate First Class, Quepem.

On return from the above leave Miss Shylaja Vassudevan, is reposted as Civil Judge Jr. Division & J.M.F.C., Quepem.

After availing the above leave she will have at her credit 42 days of half pay leave as on 31-12-1998.

V. P. Shetye, District & Sessions Judge (South).

Margao, 29th August, 1998.

Order

No. DSC/MAR/GEL-10/1998/4312

Ex-post facto sanction is hereby granted for availing of commuted leave for 2 days with effect from 9-7-98 to 10-7-98 with permission to suffix 11-7-98 & 12-7-98 being 2nd Saturday & Sunday respectively to Miss Shylaja Vassudevan, Civil Judge Junior Division & Judicial Magistrate First Class, Quepem.

Certified that but for proceeding on leave she would have officiated as Civil Judge Junior Division & Judicial Magistrate First Class, Quepem.

On return from the above leave Miss Shylaja Vassudevan, is reposted as Civil Judge Jr. Division & J.M.F.C., Quepem.

After availing the above leave she will have at her credit 48 days of half pay leave as on 31-12-1998.

V. P. Shetye, District & Sessions Judge (South).

Margao, 29th August, 1998.

Order

No. DSC/MAR/GEL-10/1998/4485

Ex-post facto sanction is hereby granted for availing of commuted leave for 2 days with effect from 23-7-98 to 24-7-98 with permission to suffix 25-7-98 & 26-7-98 being 4th Saturday & Sunday respectively to Shri Dilip D. Dhumaskar, Addl. Civil Judge Senior Division & Judicial Magistrate First Class, Vasco da Gama.

Certified that but for proceeding on leave he would have officiated as Addl. Civil Judge Sr. Division & J.M.F.C., Vasco da Gama.

On return from the above leave Shri Dilip D. Dhumaskar is reposted as Addl. Civil Judge Sr. Division & J.M.F.C., Vasco da Gama.

After availing the above leave he will have at his credit 76 days of half pay leave as on 31-12-1998.

V. P. Shetye, District & Sessions Judge (South).

Margao, 8th September, 1998.

Department of Revenue**Notification**

No. 22/73/96-RD

Read: Notification No. 22/73/96-RD dated 23-1-98 regarding Land Acquisition for setting up an Industrial Estate at Poinguinim village of Canacona Taluka, published in the Official Gazette (Extraordinary) dated 29-1-98, Series II No. 44, pages 683 to 684 and in two local daily newspapers (1) Navhind Times dated 31-1-98 and (2) Gomantak dated 31-1-98.

In the schedule appended to the notification cited above, at serial No. 32 in column 2, survey No. 201/9 shall be read as 202/9.

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 23th September, 1998.

Notification

No. 22/74/98-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely

to be needed for public purpose viz. const. of General Office Building at Vasco (Near Dabolim Airport).

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him, while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Dy. Collector/SDO, Mormugao to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Dy. Collector/SDO, Mormugao.
3. The Executive Engineer, Division VIII (B-S), PWD, Fatorda.
4. The Director of Settlement & Land Records, Panaji.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector/SDO, Mormugao for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Mormugao *Village:* Chicalim

Survey No./ Sub-Div. No.	Name of the person believed to be interested	Approx. area in sq. mts.
1	2	3
83 part	Comunidade of Chicalim.	14000
Total		14000

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 25th September, 1998.

Notification

No. 22/29/98-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. construction of Mestawada road in village Panchayat Bethora in Ponda Taluka (Shiroda Constituency).

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Land Acquisition Officer, PWD (Cell), Altinho.
3. The Executive Engineer, Division XVIII(R), PWD, Ponda.
4. The Director of Settlement & Land Records, Panaji.

6. A rough plan of the said land is available for inspection in the Office of the Land Acquisition Officer, PWD (Cell), Altinho for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Ponda *Village:* Bethora

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3

55 part H: 1. Babi Putu Gaunkar. 550

2. Sitabai Shanu Gaunkar.

3. Shree Dev Shetrapal.

52/1 " H: 1. Govind Shankar Prabhu Gaonkar. 800

2. Ramnath Sonu Gaonkar.

1	2	3
51/1 part	H: 1. Govind Shankar Prabhu Gaonkar. 2. Ramnath Sonu Gaonkar.	950
51/2 "	H: Govind Shankar Prabhu Gaonkar.	550
49 "	H: 1. Ragoba Saju Chari. 2. Krishna Damodar Chari. 3. Tato Jagannath Chari. 4. Ramdas Pundalik Chari. 5. Rukmini Krishnanath Chari.	975
46/1 "	H: Not promulgated.	650
45 "	H: Govind Shankar Prabhu Gaonkar.	900
43/1 "	H: — do —	1050
33 "	H: — do —	25
32 "	H: 1. Babuso Bhomo Gaudo. 2. Sukdo Bhomo Gaudo. 3. Gajo Bhomo Gaudo. 4. Pandu Laxman Gaudo. 5. Shanu Vassu Gaudo. 6. Hari Babani Gaudo. 7. Ramnath Kalo Gaudo. 8. Putu Babani Gaudo. 9. Tilu Satu Gaudo.	25
31 "	H: — do — Same as Survey No. 32/0.	50
30/1 "	H: — do — Same as Survey No. 32/0.	2300
Total		8825

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 28th September, 1998.

Notification

No. 22/121/96-RD

Whereas by Government Notification No. 22/121/96-RD dated 2-6-1998 published on page 128 of Series II, No. 11 of the Official Gazette dated 11-6-1998 and in two newspapers (1) Navhind Times dated 12-6-1998 and (2) Gomantak dated 12-6-1998 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was likely to be needed for public purpose, viz. construction of approach road to Curca bridge.

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of section 3 of the said Act, the Dy. Collector & S.D.O., Panaji to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Dy. Collector & S.D.O., Panaji till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Tiswadi		Village: Talaulim
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
115/1 part	O: Olivia Filomena D'Souza.	20
2 "	O: — do —	105
3 "	O: — do —	130
4 "	O: — do —	230
5 "	O: — do —	360
6 "	O: Betlabai Jivottam Shirodkar.	125
7 "	O: — do —	135
8 "	O: — do —	85
9 "	O: — do —	35
10 "	O: — do —	25
11 "	O: — do —	50

Boundaries:

North: S. No. 115/12, 1 to 4 & 6 to 10.
South: Road.
East: S. No. 68/2 and Road.
West: S. No. 15/12, 2 to 5.

Total 1300

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 30th September, 1998.